



**MT. VERNON**  
COMMUNITY SCHOOL CORPORATION

*Engage, Educate & Empower Today's Students*

## **BOARD OF SCHOOL TRUSTEES**

**TITLE:** Food2School Purchasing Cooperative Approvals for 2021-2022

**BACKGROUND:** Warsaw Community Schools serves as Lead District with the authority to administer procurement activities on behalf of the Food2School Purchasing Cooperative.

- Food2School member districts voted unanimously to renew all existing Contracts for GPO/Distributor, Milk and Bread for the 2021-2022 school year.
- Food2School member districts voted unanimously to amend the Food2School Interlocal Agreement.
- Combined projected sales volume for the 2021-2022 school year is \$33,000,000.
- The goal of the Food2School Purchasing Cooperative is to obtain substantial savings by leveraging buying power on cafeteria food, supplies and services.
- The Food2School Purchasing Cooperative has grown from 55 districts in 2018-2019 to 92 Indiana school districts now serving the nutritional needs of 194,117 students.

**RECOMMENDATION/FUTURE DIRECTION:** Approve Amended Food2School Interlocal Agreement and Contract Renewals for the 2021-2022 school year.

**Submitted by:**

**Doris Johnson, Director of Food & Nutrition Services**

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[www.mvcsc.k12.in.us](http://www.mvcsc.k12.in.us)

SCHOOL BOARD: Kellie Freeman Tony May Chad Gray Shannon Walls Phil Edwards

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**Food2School Purchasing Cooperative**  
**INTERLOCAL COOPERATION AGREEMENT**  
**AS AMENDED ON JANUARY 25, 2021.**

## **Food2School Purchasing Cooperative**

### **INTERLOCAL COOPERATION AGREEMENT**

This INTERLOCAL AGREEMENT is made and entered into by and between the Indiana School Corporations identified in the attached Exhibit A.

**WHEREAS**, the Parties are required to procure certain purchases by a formal advertisement and bid (RFP) process and incur certain expenses;

**WHEREAS**, the Parties have determined it would be financially and administratively advantageous to cooperatively procure certain food, supplies, materials, equipment and related services; and,

**WHEREAS**, Indiana Code §5-22-4-7 authorizes the Parties to form a cooperative purchasing organization under Indiana Code §36-1-7-3;

**WHEREAS**, each Party is a duly authorized Food2School Cooperative member, adopted a resolution to join the Cooperative, and is a party to this amended Agreement; and

**NOW, THEREFORE**, in consideration of these premises, and the mutual promises and commitments contained herein, the Parties hereby agree as follows:

1. **Agreement:** By this Interlocal Agreement, the Parties hereby jointly form a cooperative purchasing organization pursuant to I.C. §5-22-4-7 and I.C. §36-1-7-3, and the organization shall be known as the Food2School Purchasing Cooperative.
2. **Duration:** This Agreement shall become effective once it is fully executed being signed and approved by the authorized representatives of each of the participating Parties. The Agreement shall remain in force until terminated according to the terms herein.
3. **Purpose:** The Food2School Purchasing Cooperative is jointly formed to create cost and administrative savings for the Parties in their procurement and purchase of certain food, supplies, materials, equipment and related services.
4. **Approval and Signature:** No School Corporation will be deemed a party to this Agreement until it is approved by its governing body and signed by its authorized representative. The Superintendent of each participating School Corporation shall designate a Food Service (FS) representative to the Food2School Purchasing Cooperative.
5. **Administration:** Pursuant to §36-1-7-3 (a) (5), Warsaw Community Schools will serve as the Lead District with the authority to administer procurement activities on behalf of the Parties.

The Lead District will receive funds generated from vendor fees negotiated with contracted vendors to carry out the functions of the Cooperative.

The Lead District has the authority to employ agents, employees, or independent contractors as necessary to carry out the functions of the Cooperative

In the event the Lead District resigns as the Lead District the Advisory Committee shall by majority vote recommend one or more candidates for Lead District, and the Parties will vote for a successor Party district as the new Lead District.

- 6. Representatives:** The FS representatives from each School Corporation may be called upon to meet from time to time. The FS representatives may adopt rules to govern the operation of the Cooperative, but any decision of the FS representatives requires the affirmative majority vote of the representatives casting a vote unless otherwise provided herein. FS Representatives may participate in meetings in person, by phone, or any other electronic means permitted by the Advisory Committee.
- 7. Advisory Committee:** There shall be established an Advisory Committee consisting of no less than four FS representatives chosen by and from the member FS representatives. The Advisory Committee shall meet from time to time between meetings of the FS representatives and shall assist the Lead District representative; it shall also monitor compliance with this Agreement and its purpose, evaluate and make award recommendations and, from time to time, make recommendations to the FS representatives regarding rules, membership, and such other matters as may be deemed appropriate. Members of the Advisory Committee shall hold office for a period of three (3) years. In the case of a vacancy on the Advisory Committee, the remaining members of the Advisory Committee may, by majority vote, select a member of the FS representatives to complete the unexpired term. In selecting the Advisory Committee, the FS representatives shall endeavor to seek diverse representation with respect to the interests of its member School Corporations, including, but not limited to, geographical location, anticipated quantity of purchases, and other factors as may be deemed appropriate.
- 8. Termination:** Each Party shall have the right to withdraw from the Interlocal Agreement with or without cause by providing thirty (30) days written notice. The Interlocal Agreement may be terminated with a Party at any time upon the recommendation of the representative of the Lead District and the approval of the majority vote of the Advisory Committee. In the event of dissolution of the Cooperative, Parties agree that any remaining monies after all debts and obligations of the Cooperative will be refunded back to the Parties with the amount split pro-rata based on the percentage of total purchases of each Party with an active agreement.
- 9. Funding and Fees:** There will be no fees charged to Parties to participate in the Interlocal Agreement. Any fees required for the administration of this agreement by the Lead District are received from vendors through a Vendor Participation Fee collected throughout the school year. All vendor discounts, credits and rebates are returned directly from vendors to the participating Parties. Business models of prospective vendors vary and may require the collection of membership or administrative fees by the vendor awarded a contract.

The Lead District shall hold any monies received from all the Cooperative activities in a separate account and shall expend such funds only pursuant to an affirmative vote of a majority of the members of the Advisory Committee based on the annual budget approved by Parties. Monies will only be used to cover the necessary expenses to maintain and implement the purpose of this Agreement.

**10. Responsibilities of Food2School Cooperative Lead District:**

- a. Provide for organizational and administrative structure for the procurement of food, supplies, materials, equipment and related services
- b. Provide Lead District designee contact information to all Parties.
- c. Provide support necessary for efficient operation of the Cooperative
- d. Conduct procurement that meets or exceeds all State and Federal procurement guidelines, regulations and laws.
- e. Initiate and coordinate the procurement activities and meetings required for competitive bidding and vendor award process.
- f. Evaluation and award recommendation of all procurement conducted on behalf of the Parties.
- g. Provide bid award recommendations to all Parties for approval by their local school Board of Education once approved by Lead District Board of Education.
- h. Share all necessary communication and documentation relating to procurement with Parties.
- i. Maintain books, records of account, and minutes of meetings.
- j. Maintain communication with the Indiana Department of Education and compliance with the Cooperative registration process.
- k. Serve as Treasurer of the Cooperative

**11. Responsibilities of Participating School Corporations:**

- a. Commit to participate in the organization by authorization of the governing body and execution by an authorized representative of the Addendum form, a copy of which is attached hereto as Exhibit B. A copy of the signed Addendum must be sent by email, fax, mail, or other suitable means to the Lead District designee by the due date.
- b. Agree to designate a Primary Food Service contact to represent Party.
- c. Agree to cooperate with any reasonable request for information for procurement purposes.
- d. Select and agree to the bid(s) Party anticipates using during the specified school year(s) when provided. The selection of bids to participate in is seen as a commitment to purchase and will be used in the scope of bid for each appropriate bid.
- e. Purchase products and services from each vendor awarded contract that Party has agreed to.
- f. Provide procurement input and recommendations to Lead District designee.
- g. Provide bid award recommendations to governing body for approval. The contract awards to vendors are held independently between each Party and awarded vendor and must be approved by the Party governing body.
- h. Maintain records and exercise due diligence to assure that procurement is conducted in accordance with local, state and Federal law.
- i. Work directly with vendors for delivery, ordering, billing and any direct conflicts as a result of vendor performance. Each Party is responsible for monitoring vendor performance compliance with all contract provisions as it pertains to them.

**12. New Members:** An Indiana school corporation may become a party to this Agreement by resolution of its governing body agreeing to abide by the terms of this Agreement and

upon the approval of the Advisory Committee. Any transitional issues shall be handled as agreed by the entering School Corporation and the Advisory Committee.

- 13. Governing Law; Amendments:** This Agreement will be interpreted and enforced in accordance with the laws of Indiana. The Agreement constitutes the entire agreement among the parties and supersedes any prior agreement and understandings of any kind. This Agreement may only be amended by a written document signed by the governing bodies of the participating School Corporation.
- 14. Counterparts:** This Agreement may be signed in multiple original counterparts and the Lead District shall maintain a signed original of such counterparts. Copies of the signature pages of each original signed Agreement will be provided to any School Corporation upon request. The persons signing the Agreement represent that the Agreement has been approved by the School Corporation's governing body and they have the authority to sign the Agreement on behalf of that School Corporation.
- 15.** The school corporations identified and whose names appear on the attached Exhibit A have entered into this Agreement.

## Exhibit A

### Food2School Child Nutrition Cooperative 2020-2021 Members

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Adams Central Community Schools  
Alexandria Community Schools  
Anderson Preparatory Academy  
Bethany Christian Schools  
Bishop Dwenger High School  
Bishop Luers HS Diocese of FWSB  
Blackford County Schools  
Bloomfield School District  
Brownsburg Community Schools  
Central Lutheran School  
City Baptist Hammond FBC Ministries  
Charles A Beard School Corporation  
Clay Community Schools  
Concordia Lutheran Grade School, FW  
Concordia Lutheran HS, FW  
Crown Point Community Schools  
Daleville Schools  
DeKalb Co. Central Schools  
Delaware Community Schools  
Delphi Community Schools  
East Allen County Schools  
East Noble Schools  
Emmanuel St Michael LCMS  
Enlace Academy  
Frankton-Lapel Com Schools  
Garrett-Keyser-Butler Schools  
Goshen Community Schools  
Holy Cross Lutheran  
Holy Family School  
Huntington Co. Community Schools  
Inspire Academy  
Kankakee Valley School Corporation  
Knox Community School Corporation  
Lake Central Schools  
Liberty Perry Schools  
Maconaquah Schools  
Manchester Community Schools  
Marian High School  
Merrillville Community Schools  
Mishawaka Catholic – St Joe Campus  
Mississinewa School Corporation  
Mt Vernon Community Schools  
MSD of Steuben County  
MSD of Wabash County

New Castle Schools  
Northeastern Wayne Schools  
Northwest Allen County Schools  
Oak-Hill United School Corporation  
Orleans Community Schools  
Paoli Community Schools  
Peru Community Schools  
Portage Community Schools  
Queen of Peace Catholic School  
Redeemer Lutheran School (Kokomo)  
Rossville Consolidated Schools  
Rural Community Academy  
School Town of Highland  
Scott County School District 2  
Smith Green Community Schools  
Southwestern Jefferson Consolidated  
Suburban Bethlehem Lutheran  
St Charles Borromeo FW  
St Elizabeth Ann Seton Catholic  
St John the Baptist Catholic  
St Joseph Catholic School Brooklyn  
St Joseph High School SB  
St Lawrence Catholic School  
St Louis Academy  
St Michael Lutheran  
St Paul 's Lutheran  
St Rose of Lima Franklin  
St Rose of Lima Monroeville  
St Vincent De Paul Catholic  
Suburban Bethlehem Lutheran  
Switzerland County Schools  
Taylor Community Schools  
Tri-Central Community Schools  
Tri-County Schools  
Valparaiso Schools  
Wabash City Schools & St. Bernard  
Warsaw Community Schools  
West Noble School Corporation  
Wes-Del Community Schools  
Western Boone School Corp  
White River Valley Schools  
Whitley County Consolidated Schools  
Wyneken Memorial Lutheran  
Yorktown Community Schools

**EXHIBIT B**  
**ADDENDUM TO THE FOOD2SCHOOL**  
**PURCHASING COOPERATIVE INTERLOCAL**  
**AGREEMENT**

The undersigned Indiana public school corporation agrees to participate in the joint program known as the Food2School Purchasing Cooperative (F2S) and created by the Food2School Purchasing Cooperative Interlocal Cooperative Agreement, as amended, a copy of which is attached hereto, in connection with its future purchases of food, and related supplies, materials, equipment, and services. A separate Bid Participation Agreement will be sent annually to each Party to designate the specific bids to participate in and may be signed by the Authorized Food Service representative of each Party. The undersigned agrees to be bound by all the terms and provisions of that Agreement and with the rules and procedures of F2S, as amended from time to time. It is understood that the undersigned will not be entitled to participate in nor will it receive the benefits of purchases made by or through F2S prior to the effective date of this Addendum. The undersigned represents that it has taken all action and executed all documents necessary to participate in the F2S, including adoption of a resolution approved by its Board of Trustees.

Dated: 02/23/2021

Mt. Vernon Community School Corporation  
(name of school corporation)

By: Doris Johnson

Food Service Director  
(name and title of authorized agent)

Name of Primary Food Service contact, if different: \_\_\_\_\_

**APPROVAL**

On behalf of the Food2School Purchasing Cooperative (F2S), the undersigned acknowledges that the request of the above named school corporation to join the F2S has been approved in accordance with the applicable rules and procedures of the FS and is admitted as a member of FS as of the effective date referred to above. This Addendum is to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Warsaw Community Schools  
(Administrative Agent of F2S)

By: \_\_\_\_\_  
Marci Franks

Email a signed copy of this Addendum to [mfranks@warsawschools.org](mailto:mfranks@warsawschools.org).



*Food2School Cooperative*  
**2021-2022 Annual Participation Commitment**

The Mt. Vernon Community School Corporation agree to participate in the selected  
(District name)  
Food2School Cooperative Bids/RFP selected below for the period of July 1, 2021 through June 30, 2022.

**The deadline for returning the 2021-2022 Food2School Participation Commitment is March 1, 2021.**

*The Food2School Purchasing Cooperative reserves the right, but is not obligated to accept Participation Commitment forms received after the deadline, which are subject to approval on a case-by-case basis at the sole discretion of the Food2School Purchasing Cooperative Advisory Committee.*

Return a signed copy by emailing to [mfranks@warsawschools.org](mailto:mfranks@warsawschools.org) or by faxing to 574-371-5022. If faxing, please follow up with an email to be sure it was received.

The following list of bids are formal and sealed RFP's procured by the Food2School Cooperative on behalf of all participating members. Each participating member is required to indicate which bids will be used in the contract year of this agreement.

Placing an "X" next to any or all bids will be considered a commitment to purchase from that selected contract.

  X   Group Buying Organization and/or Distributor for Prime Vendor Contract

  X   Milk/Dairy

       Bakery

The individuals signing below are authorized to do so by the respective Parties to this agreement.

Doris Johnson  
Name of authorized Food Service representative

*Doris Johnson*  
Signature of authorized Food Service representative

02/23/2021  
Date

doris.johnson@mvcsc.k12.in.us  
Authorized Food Service contact email address

**For Food2School Use Only**

\_\_\_\_\_  
Food2School Authorized Signature

\_\_\_\_\_  
Food2School Contact

\_\_\_\_\_  
Date



HPS

January 8, 2021

The Food2School Purchasing Cooperative and HPS entered into a Contract, which became effective July 1, 2019 with an initial term of one year ending June 30, 2020 and extended for the 2020-2021 school year. Under the terms of the Contract, both parties have the option to renew for an additional one-year term as long as both parties agree to the terms as specified in the original proposal.

The Members of the Food2School Purchasing Cooperative are requesting to renew the term of the original Contract for the 2021-2022 school year, July 1, 2021 through June 30, 2022. This will be the second renewal of a possible four (4) years. There will be two (2) additional optional renewals remaining.

Upon the Food2School Coordinator receipt of this signed attached Notice, this Notice will be presented for approval by the Food2School Lead District Board of Education and will be considered an amendment of the original Contract, as contemplated by the original RFP.

By: Marci Franks  
Marci Franks, Food2School Coordinator

Michelle Pleny  
HPS Authorized Agent

Date: 1/8/2021

Date: 1/14/21



Prairie Farms

January 8, 2021

The Food2School Purchasing Cooperative and Prairie Farms entered into a Contract, which became effective July 1, 2019 with an initial term of one year ending June 30, 2020 and extended for the 2020-2021 school year. Under the terms of the Contract, both parties have the option to renew for an additional one-year term as long as both parties agree to the terms as specified in the original proposal.

The Members of the Food2School Purchasing Cooperative are requesting to renew the term of the original Contract for the 2021-2022 school year, July 1, 2021 through June 30, 2022. This will be the second renewal of a possible four (4) years. There will be two (2) additional optional renewals remaining.

Upon the Food2School Coordinator receipt of this signed attached Notice, this Notice will be presented for approval by the Food2School Lead District Board of Education and will be considered an amendment of the original Contract, as contemplated by the original RFP.

By: Marci Franks  
Marci Franks, Food2School Coordinator

Jeff Luttman  
Prairie Farms Authorized Agent

Date: 1/8/2021

Date: 1/11/21